UNITED STATES DISTRICT COURT

f	for the
District	of Nevada
Matthew R. Linder, et al. v. Ford Motor Company, et al.)) Case No.: 2:10-cv-00051-LDG-VCF)
BILL	OF COSTS
Judgment having been entered in the above entitled action on and Plaintiff's Motion for Reconsideration having been denied on 08/17/2012 the Clerk is requested to tax the following as costs:	02/10/2012 against Matthew R. Linder , 2, Date
Fees of the Clerk	\$ 350.00
Fees for service of summons and subpoena	0.00
Fees for printed or electronically recorded transcripts necessarily	y obtained for use in the case
Fees and disbursements for printing	0.00
Fees for witnesses (itemize on page two)	0.00
Fees for exemplification and the costs of making copies of any recessarily obtained for use in the case	
Docket fees under 28 U.S.C. 1923	5.00
Costs as shown on Mandate of Court of Appeals	0.00
Compensation of court-appointed experts	0.00
Compensation of interpreters and costs of special interpretation	services under 28 U.S.C. 1828
Other costs (please itemize)	1,020.00
	TOTAL \$ 12,269.38
SPECIAL NOTE: Attach to your bill an itemization and docume	entation for requested costs in all categories.
Dec	laration
I declare under penalty of perjury that the foregoing cosservices for which fees have been charged were actually and need in the following manner:	sts are correct and were necessarily incurred in this action and that the cessarily performed. A copy of this bill has been served on all parties
Electronic service First cl	lass mail, postage prepaid
Other:	DARRAM A DA
s/ Attorney: Rosemary Missisian	TO Series) / I
Name of Attorney: Rosemary Missisian	
For: Evenflo Company Name of Claiming Party	Date: 02/24/2012
Taxati	on of Costs
Costs are taxed in the amount of	and included in the judgment.
By:	
Clerk of Court	Deputy Clerk Date

EXHIBIT A

EXHIBIT A

AFFIDAVIT AND VERIFICATION OF ROSEMARY MISSISIAN, ESQ.

STATE OF NEVADA)
COUNTY OF CLARK)

Rosemary Missisian, Esq., being first duly sworn, deposes and says:

- 1. That I am an attorney duly licensed to practice law in the State of Nevada. I am an Associate Member with the law firm of Weinberg Wheeler Hudgins Gunn & Dial, LLC. Weinberg Wheeler Hudgins Gunn & Dial, LLC has been retained by Evenflo Company to represent it in the matter of *Matthew Lindner*, et al., v. Evenflo Company, Case. No. 2:10-cv-00051-LDG-VCF. I am personally familiar with the facts and circumstances surrounding the foregoing matters and could and would competently testify thereto as follows:
- 2. Evenflo Company filed a Bill of Costs on February 10, 2012 [Doc. 64], following entry of the Court's Order [Doc. 62] granting Evenflo Company's Motion for Summary Judgment [Doc. 56]. Plaintiff thereafter moved for reconsideration [Doc. 65], which was denied by the Court on August 20, 2012 [Doc. 17]. As a result, Evenflo Company re-files its previously submitted Bill of Costs (without change) for the Clerk's consideration.
- 3. Evenflo Company necessarily incurred in this case the filing costs for the petition for removal in the amount of \$350.00. See Exhibit 1.
- 4. Evenflo Company necessarily incurred in this case the following costs for transcripts that were required for defense of this case and for trial:

Deposition Transcript - Plaintiff M. Lindner	\$799.00
and Plaintiff F. Granados	
Deposition Transcript - Witness/Driver F.	\$402.26
Martinez	
Deposition Transcript - Plaintiff Expert	\$1100
Hoffman	\$1635.10
Deposition Transcript- Plaintiff Expert Stevens	\$1599
and Smith	\$1354.10

	\$1458.62
Deposition Transcript -Defense Expert Kiser	\$698.45
Deposition Transcript - Defense Expert Van Arsdell	\$345.56
Deposition Transcript - Defense Expert Corwin	\$353.25
Deposition Transcript - Defense Expert Banks	\$919.54
Hearing Transcript for 11/17/10	\$42.35
	\$10,707.23

Copies of the bills for each of the above costs are attached hereto as Exhibit 2.

5. Evenflo Company necessarily incurred in this case costs for exemplication and duplication of copies that were provided to Plaintiff and/or obtained for use at trial:

Duplication of CDs for Plaintiff and Trial	\$73.51
	\$73.51
Duplication fees - Medical Records for plaintiff	\$40.13
	\$187.15

See Exhibit 3.

- 6. Evenflo Company necessarily incurred in this case docket fees. Pursuant to 28 U.S.C. 1923(a), Evenflo Company may recover \$5.00 for the Judgment by Motion for Summary Judgment.
- 7. Evenflo Company contends that the following costs are taxable. Plaintiff in this matter charged the following costs to Evenflo Company to allow it to inspect the subject vehicle and subject car seat. These costs were necessarily incurred by Evenflo Company in order to prepare for trial as it was necessary to inspect the products subject to this lawsuit:

Costs Charge to Defense by Plaintiff to Inspect Subject Product	\$420.00
Costs Charge to Defense by Plaintiff to Inspect Subject Product	\$600.00
	\$1020.00

See Exhibit 4.

8. As a result of the above costs, Evenflo Company necessarily incurred total taxable costs in the amount of \$12,269.38.

ROSEMARY MISSISIAN, ESQ.

SUBSCRIBED AND SWORN to before me this 2 day of August 2012.

NOTARY PUBLIC

ESTRELITA B. IBARRA
Notary Public State of Nevada
No. 06-1071771-1
My appt. exp. June 22, 2014

EXHIBIT 1

Bowman, Cindy S.

From:

Missisian, Rosemary

Sent:

Wednesday, January 13, 2010 10:51 AM

To:

Ibarra, Esther; Bowman, Cindy S.

Subject:

FW: Pay.Gov Payment Confirmation

----Original Message----

From: paygovadmin@mail.doc.twai.gov [mailto:paygovadmin@mail.doc.twai.gov]

Sent: Wednesday, January 13, 2010 10:41 AM

To: Missisian, Rosemary

Subject: Pay Gov Payment Confirmation

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Your transaction has been successfully completed.

Transaction Summary

Application Name: NVD CM ECF Pay.gov Tracking ID: 2508CG90 Agency Tracking ID: 0978-1490133

Account Holder Name: Rosemary Missisian

Transaction Type: Sale Transaction Amount: \$350.00 Billing Address:

City: Las Vegas State/Province: NV Zip/Postal Code:

Country: USA Card Type: Visa Card Number: **********

Transaction Date: Jan 13, 2010 1:40:35 PM

LEAD ATTORNEY ATTORNEY TO BE NOTICED

Defendant

Big Lots Stores, Inc. TERMINATED: 06/10/2009

Defendant

Ford Motor Company TERMINATED: 02/18/2011

represented by Vaughn Crawford

Snell & Wilmer L.L.P.
400 E. Van Buren Street, 10th Floor
One Arizona Center
Phoenix, AZ 85004
602-382-6368
Fax: 602-382-6070
Email: vcrawford@swlaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Jay Joseph Schuttert

Snell & Wilmer L.L.P. 3883 Howard Hughes Pkwy Suite 1100 Las Vegas, NV 89169 702-784-5200

Fax: 702-784-5252

Email: jschuttert@swlaw.com ATTORNEY TO BE NOTICED

	Date Filed	#	Docket Text
7	01/13/2010	1	PETITION FOR REMOVAL <i>Notice of Removal</i> from District Court of Clark County, Nevada, Case Number A584020, (Filing fee \$ 350 receipt number 0978-1490133), filed by Evenflo Company Inc Proof of service due by 7/11/2009. Certificate of Interested Parties due by 1/23/2010.(Missisian, Rosemary) (Entered: 01/13/2010)
	01/13/2010		Case assigned to Judge Lloyd D. George and Magistrate Judge Lawrence R. Leavitt. (EDS) (Entered: 01/13/2010)
	01/13/2010	2	NOTICE PURSUANT TO LOCAL RULE IB 2-2: In accordance with 28 USC § 636(c) and FRCP 73, the parties in this action are provided with a link to the "AO 85 Notice of Availability, Consent, and Order of Reference - Exercise of Jurisdiction by a U.S. Magistrate Judge" form on the Court's website - www.nvd.uscourts.gov . Consent forms should NOT be electronically filed. Upon consent of all parties, counsel are advised to manually file the form with the Clerk's Office. (no image attached) (EDS) (Entered: 01/13/2010)
	01/13/2010	3	MINUTE ORDER IN CHAMBERS of the Honorable Judge Lloyd D. George, on 1/13/2010. By Deputy Clerk: Erin Smith. Statement regarding removed

EXHIBIT 2

Thomas G. Oakes Associates, LLC Cherry Tree Corporate Center 535 Route 38 East, Sulte 330 Cherry Hill, NJ 08002 Phone: 877-625-3777 Fax: 888-344-3778

> Charles Clay, Esquire Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC 950 East Paces Ferry Road Suite 3000 Atlanta, GA 30326

INVOICE

Invoice No.	Invoice Date	Job No.
47283	6/3/2010	43324
Job Date	Case	No.
5/19/2010	CMS#D009636	
	Case Name	
Lindner vs. Ford Mo	otor Company	
	Payment Terms	
Due upon receipt		

One Certified Copy of the Deposition of:		
Matthew Lindner	528.50))
One Certified Copy of the Deposition of:		^.
Fernando Granados-Magallon	270.50	· }
Exhibit-B/W	[1] 보고 있는 사람들이 가장 사람들이 하는 것이 말라면 보고 있다. (1971년 1일) 1일 - 1일	
Signed Order Form Available	공급중이 아니라 경화 경찰 라틴 등록 하는 다시	
	TOTAL DUE >>> \$799.00	_ :
Reference No. : 5693	TOTAL DUE >>> \$799.00	Į.
Thank you very much. Your continued support is most appreciated.		
		-
마음 보통 보고 있다. 	얼마는 얼마는 그리 일을 통해 하나라는	

Tax ID: 22-3790248

Please detach bottom portion and return with payment.

Charles Clay, Esquire Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC 950 East Paces Ferry Road Suite 3000 Atlanta, GA 30326

Remit To: Thomas G. Oakes Associates, LLC **Cherry Tree Corporate Center** 535 Route 38 East, Suite 330 Cherry Hill, NJ 08002

Job No. : 43324 BU ID :8 - FORD

Case No. ; CMS#D009636

Case Name : Lindner vs. Ford Motor Company

Invoice No.: 47283

Invoice Date :6/3/2010

Total Due : \$ 799.00

PAYMENT WITH	CREDIT CARD	AVEX SWEET	VISA
Cardholder's Name:	***************************************		
Card Number:			
Exp. Date:	Phone	2#:	
Billing Address:			
Zip:	Card Security Co	de:	***************************************
Amount to Charge:			
Cardholder's Signatu	re:		



30800 Telegraph Rd., Suite 2925 Bingham Farms, MI 48025 Tel: (248) 644-8888 Fax: (248) 644-1120 www.bienenstock.com Job #: 100806NV-LV-BR

Job Date: 08/06/2010 Order Date: 08/06/2010

DB Ref.#: Date of Loss: //

Your File #: Your Client: Invoice

Invoice #:

457462

Inv.Date:

08/31/2010

Balance:

\$402.26

Bill To:

Atlanta, GA 30326

Mr. Charles L. Clay Weinberg, Wheeler, Hudgins, Gunn & Dial, L.L.C. 3344 Peachtree Road, NE Suite 2400 Action: Lindner, Matthew, et al

VS

Ford Motor Company, et al

Action #: 2:10-cv-00051-LD

Rep: NV-LV-BR

Cert:

		Ce	7 4 (/*************************************		
ltem	Proceeding/Witness	Description	Units	Quantity		Amount
1	Fernando Ivan Granados-Martinez	Сору	Pages	118		\$298.66
2		DVD Copy	Per tape	2.00		\$100.00
3		Exhibits Color and B&W	Total	1.00		\$3.60
4 5		DEPOSITION TAKEN IN				
6		LAS VEGAS, NV				
١		LAG VEGAG, NV				
· ·						
Comm	onte.		L			
Commi	×1160.				Sub Total	\$402.26
					Shipping	\$0.00
Offices	in: Bingham Farms I Ann Arbor I De	troit Flint Grand Rapids Jackson	I Lansing I Mt. Cl	emens	Tax	N/A
					Total Invoice	\$402.26
				-	Payment	\$0.00
Feder	al Tax I.D.: 38-3231100	Terms: Net 30. After 30	1.5%/Mo or Max Le	gal Rate	Balance Due	\$402.26
		Please KEEP THIS PART for YOUR RE	CORDS.			

Please FOLD then TEAR HERE and RETURN THIS PART with PAYMENT.

Bill To:

Mr. Charles L. Clay Weinberg, Wheeler, Hudgins, Gunn & Dial, L.L.C. 3344 Peachtree Road, NE Suite 2400 Atlanta, GA 30326 Deliver To:

Mr. Charles L. Clay

Weinberg, Wheeler, Hudgins, Gunn & Dial, L.L.C.

3344 Peachtree Road, NE

Suite 2400

Atlanta, GA 30326

Invoice

Invoice #: 457462

Inv.Date: 08/31/2010 Balance: \$402.26

Job #: 100806NV-LV-BR

Job Date: 08/06/2010

DB Ref.#:

Date of Loss: /

Your File #; Your Client:

SIENENSTOCK
COURT REPORTING & VIDEO

30800 Telegraph Rd., Suite 2925 Bingham Farms, MI 48025 Tel: (248) 644-8888 Fax: (248) 644-1120 www.bienenstock.com

Huseby, Inc Atlanta

An Affiliate of National Depo

Tel: 404.875.0400 Fax: 404.875.2979

Bill To: Charles Clay Esq Weinberg Wheele 3344 Peachtree F Suite 2400 Atlanta, GA 30320	Road	Invoice # Invoice E Balance I Case #:	Pate: 05/11/201 Due: \$ 1,100.00	1
Billing Atty: Charles Clay Esc Location: Park Place Hotel	ate: 4/27/2011 Delivery: Normal			
em Witness	Description		1917	Amoun
Arthur Hoffman Notes:	Video Services		Invoice Total: Payment: Credits:	\$1,100.0 \$1,100 .0

IERMS:	Payable upon receipt. A	ccounts unpaid after	90 days agree t	o nav all collection	coste includina	reasonable attorney's fees.
Contacts	is to correct payment erro	ce. No adjustments	as valuada will be	o pay air concellor	, costs, melading	reasonable attorney 8 1865.
O O I Marot C	is to contoot payment bito	is. No aujustineras i	or rejurius will be	amade alter an da	IYS.	

Make check payable to: National Depo	
□ Visa □ MC □ Amex □ Discover	☐ Lock Box
Credit Card #	Exp. Date
PRINT NAME (AS IT APPEARS ON CREDIT CARD)	
DAYTIME PHONE	

Please remit payment to: National Depo P.O. Box 404743 Atlanta, Ga 30384-4743

Invoice #: NC106659 Job#: 71760 Invoice Date: 05/11/2011

Balance: \$ 1,100.00

Huseby, Inc Atlanta

An Affiliate of National Depo Tel: 404.875.0400

Fax: 404.875.2979

Bill To: Charles Clay Esq

Weinberg Wheeler Hudgins

3344 Peachtree Road

Suite 2400 Atlanta, GA 30326 Invoice #:

NC106657

Invoice Date: Balance Due:

05/11/2011 \$ 1,635.10

Case #:

210CV00051LDGLRL

Location: Park Place Hotel	ate: 4/27/2011 Delivery: Normal		
Item. Witness Arthur Hoffman	Description Transcript - Original & 1 copy		Amount
Notes:		Invoice Total: Payment: Credits:	\$1,635.10 \$1,635.10
Fed. Tax ID: 20-3132569 RMS: Payable upon receipt. Accounts unpaid a	Term: Due Upon Receipt	Balance Due:	\$1,635.10

1 ERWIS: Payable upon receipt. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments or refunds will be made after 90 days.

Make check payable to: National Depo
☐ Visa ☐ MC ☐ Amex ☐ Discover ☐ Lock Box
Credit Card # Exp. Date
PRINT NAME (AS IT APPEARS ON CREDIT CARD) DAYTIME PHONE

Please remit payment to: National Depo P.O. Box 404743 Atlanta, Ga 30384-4743

Invoice #: NC106657 Job #: 71760

Invoice Date: 05/11/2011

Balance: \$ 1,635.10

May 25 11 07:16a Legal Video Specialists 602-254-2120

p.1

Fax Cover Sheet

LEGAL VIDEO SPECIALISTS, LLC 3033 N. CENTRAL AVE. SUITE 100 PHOENIX, AZ. 85012 602-254-1400 FAX 602-254-2120

Send to: CHARLES CLAY AND/OR ACCOUNTS PAYABLE	From: CRAIG ONUSCHAK	
Attention:	Date: 5-25-11	
☐ Urgent ☐ Reply ASAP ☐ Please comment ☐ Please Review ☐ For your Information Total pages, including cover: 2		

Comments:

PLEASE HAVE CHECK READY IN THE AMOUNT OF \$ 1,599.00 FOR FED-EX DRIVER. THIS ORDER IS BEING SHIPPED TODAY, WEDNESDAY 5-25-11, AND SHOULD ARRIVE BY FRIDAY 5-27-11

IF YOU PREFER PAYING BY CREDIT CARD PLEASE E-MAIL INFO TO CRAIG@LEGALVIDEOAZ.COM PLEASE INCLUDE CREDIT CARD #, EXP DATE AND SECURITY CODE.

IF YOU HAVE ANY QUESTIONS PLEASE E-MAIL ME AT: CRAIG@LEGALVIDEOAZ.COM OR CALL ME AT 602-254-1400.

A COPY OF THE INVOICE IS ATTACHED.

THANK YOU!

CRAIG ONUSCHAK PLEASE MAKE CHECK PAYABLE TO: LEGAL VIDEO SPECIALISTS. LLC

FEDERAL TAX ID # 20-5715781

May 25 11 U7:16a

Legal Video Specialists

602-254-2120

p.2



LEGAL VIDEO SPECIALISTS, LLC

16410 E. CRYSTAL POINT DRIVE FOUNTAIN HILLS, AZ. 85268 PHONE 602-254-1400 602-254-2120

Date:

May 25, 2011

Terms

Ship To:

Case Name

WEINBERG, WHEELER, HUDGINS, GUNN & DIAL 3344 PEACHTREE RD. SUITE 2400

ATLANTA, GA 30326

WEINBERG, WHEELER, HUDGINS, GUNN & DIAL	
3344 PEACHTREE RD. SUITE 2400	
ATLANTA, GA 30326	

Ordering Attorney

CHARLES CLAY		LINDNER v EVENFLO		СОР	
Date	Deponent	Description	Unit	Price	Amount
5-17-11	DONALD STEVENS	VIDEO FEE HOURLY RATE	5.00	100.00	500.00
		CD'S ON DVD	3.00	50.00	150.00
		TAPE STOCK	3,00	15.00	45,00
		SYNCHRONIZING VIDEO	4.00	40.00	160.00
5-18-11	JOHN SMITH	VIDEO FEE HOURLY RATE	3.50	100.00	350.00
		CD'S ON DVD	3.00	50.00	150.00
		TAPE STOCK	3.00	15.00	45.00
		SYNCHRONIZING VIDEO	4.00	40.00	160.00
		SHIPPING	1.00	39.00	39.00
				and the second	
				appear	
				THE COLUMN	
			PERSONAL AND ADMINISTRATION OF THE PERSONAL AND ADM	al Al-Al-Al-Al-Al-Al-Al-Al-Al-Al-Al-Al-Al-A	
				Total	\$1,599.00

PAST DUE INVOICES ARE SUBJECT TO FINANCE CHARGES OF 1 1/2% PER MONTH (18% ANNUALLY) ON THE BALANCE DUE.

FEDERAL TAX ID # 20-5715781

Ship Via

INVOICE

GRIFFIN AND ASSOCIATES, LLC

3030 NORTH CENTRAL AVENUE SUITE 1102

PHOENIX, ARIZONA 85012 PHONE: (602) 264-2230 FAX: (602) 264-2245 FED ID# 74-3158557

MR. CHARLES L. CLAY
WEINBERG, WHEELER, HUDGINS, GUNN,

June 3, 2011

& DIAL, LLC. 3344 PEACHTREE ROAD, NE Invoice# 037956

SUITE 2400

Balance: \$1,354.10

ATLANTA, GA 30326

Re: LINDNER VS. FORD MOTOR COMPANY (DONALD C. STEVENS)

on 05/17/11

by DIANE DONOHO

Charge Description	Amount
VIDEOTAPED DEPOSITION OF: DONALD STEVENS	
ATTENDANCE FEE	160.00
TRANSCRIPT- 132 PAGES	521.40
ROUGH DRAFT	165.00
MIN-U-SCRIPT/WORD INDEX ONLY AND ASCII ON CD	30.00
ELECTRONIC TRANSCRIPT	25.00
EXHIBIT REPRODUCTION (2 SETS - ORIG & COPY)	438.70
DELIVERY/HANDLING (NO CHARGE)	
DELIVERY (RETURN EXHIBITS TO STEVENS)	14.00

"KNOW YOUR RIGHTS PER THE ARIZONA SUPREME COURT BOARD OF COURT REPORTERS CODE OF CONDUCT ACJA7-206 PROTECT YOUR CLIENT. REQUEST ITEMIZED INVOICES."

1.50% per month on unpaid balance

Please Remit ---> Total Due: \$1,354.10

Please tear off stub and return with payment.

THIS INVOICE IS DUE AND PAYABLE WITHIN 10 DAYS VISA - MASTERCARD - AMEX PAYMENTS ACCEPTED

GRIFFEN AND ASSOCIATES COURT REPORTERS 3030 NORTH CENTRAL AVENUE SUITE 1102 PHOENIX, ARIZONA 85012

invoice# 037956 Balance\$ 1,354.10

INVOICE

GRIFFIN AND ASSOCIATES, LLC

3030 NORTH CENTRAL AVENUE
SUITE 1102
PHOENIX, ARIZONA 85012
(602) 264-2230 FAX: (602) 26

PHONE: (602) 264-2230 FAX: (602) 264-2245 FED ID# 74-3158557

MR. CHARLES L. CLAY June 3, 2011 WEINBERG, WHEELER, HUDGINS, GUNN,

& DIAL, LLC. Invoice# 037959
3344 PEACHTREE ROAD, NE

SUITE 2400 Balance: \$1,458.62 ATLANTA, GA 30326

Re: LINDNER VS. FORD MOTOR COMPANY (JOHN J. SMITH)
on 05/18/11
by CATHY J. TAYLOR

Charge Description	Amount
VIDEOTAPED DEPOSITION OF: JOHN J. SMITH. PE	
ATTENDANCE FEE	140.00
TRANSCRIPT- 125 PAGES	493.75
ROUGH DRAFT/REAL TIME	156.25
MIN-U-SCRIPT/WORD INDEX ONLY	15.00
ASCII ON CD	15.00
ELECTRONIC TRANSCRIPT	25.00
EXHIBIT REPRODUCTION	565,62
DELIVERY/HANDLING (PEDEX PLUS JOHN SMITH SHIP)	48.00

"KNOW YOUR RIGHTS PER THE ARIZONA SUPREME COURT BOARD OF COURT REPORTERS CODE OF CONDUCT ACJA7-206 PROTECT YOUR CLIENT. REQUEST ITEMIZED INVOICES."

1.50% per month on unpaid balance

Please Remit ---> Total Due: \$1,458.62

Please tear off stub and return with payment.

THIS INVOICE IS DUE AND PAYABLE WITHIN 10 DAYS
VISA - MASTERCARD - AMEX PAYMENTS ACCEPTED

GRIFFIN AND ASSOCIATES COURT REPORTERS Involce# 037959
3030 NORTH CENTRAL AVENUE
SUFTE 1102 Balance\$ 1,458.62

PHOENIX, ARIZONA 85012

ATKINSON-BAKER, INC. 500 NORTH BRAND BOULEVARD, THIRD FLOOR GLENDALE, CA 91203-4725 800-288-3376, 800-925-5910 fax www.depo.com

Charles "Chuck" L. Clay, Jr.

Weinberg, Wheeler, Hudgins, Gunn & Dial

3344 Peachtree Road, Northeast

Suite 2400

Atlanta, GA 30326-

INVOICE NO. A5917F7 AB

FIRM NO. INVOICE DATE 04/18/2011

0114001

. 6

DUE UPON RECEIPT

Please refer to the Invoice No. and your Firm No. in any correspondence. Contact Teresa Ortiz tortiz@depo.com

ABI'S Federal ID No.:

95-4189037

Setting Firm:

Benson & Bingham Taking Attorney: Joseph L. Benson, II

Case Name:

Lindener vs Evenflo

Case No.:

2:10-CV-000:1-LDG-LRL

Description: Electronic transcript of the deposition of Randolph L. Kiser, taken 3/29/2011.

ITEM	QTY	PRICE	LINE TOTAL
	189.00	\$ 2.90	\$ 548.10
Copy Pages - Medical/Expert	74.00	\$.40	\$ 29.60
Exhibit Copies (pages)	69.00	\$ 1.75	\$ 120.75
Exhibit Copies (pages) - Color		<u> </u>	

		- \$ 0.00
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PAYMENTS	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 698.45
The state of the s	1 1	
RALANCE DUE		A. VA. 1911

A service fee of .75% per month will be added to any invoice over 30 days old.

Fold and tear at this perforation, then return stub with payment.

698.45 BALANCE DUE A5017F7 AB INVOICE NO. 0114001 For:

Electronic transcript of the deposition of Randolph L. Kiser, taken 3/29/2011.

FIRM NO.

From: Charles "Chuck" L. Clay, Jr.

Remit To:

Atkinson-Baker, Inc.

500 NORTH BRAND BOULEVARD,

THIRD FLOOR

GLENDALE, CA 91203-4725

Suite 2400 Atlanta GA 30326-

If you have already paid for this service by COD, then this invoice is for your records only.

ATKINSON-BAKER, INC. 500 NORTH BRAND BOULEVARD, THIRD FLOOR GLENDALE, CA 91203-4725 800-288-3376, 800-925-5910 fax www.debo.com

Charles "Chuck" L. Clay, Jr. Weinberg, Wheeler, Hudgins, Gunn & Dial 3344 Peachtree Road, Northeast

Suite 2400 Atlanta, GA 30326-

INVOICE NO. FIRM NO.

A505E78 AB 0114001

INVOICE DATE DUE UPON RECEIPT

07/29/2011

Please refer to the Invoice No. and your Firm No. in any correspondence. Contact Teresa Ortiz tortiz@depo.com

ABI'S Federal ID No.:

95-4189037

Benson & Bingham Setting Firm: Taking Attorney: Case Name:

Joseph L. Benson, II Lindner vs Ford

Case No.:

2:10-CV-00051-LDG-LRL

Certified copy of the reporter's transcript of the Description: deposition of William Van Arsdell, taken 7/14/2011.

TEM - A CONTROL OF THE MARKET	QTY	PRICE	LINE TOTAL
Copy Pages - Medical/Expert	167.00	\$ 1.68	\$ 280.56
CD Copy: Ascii/etrans/PDF	1.00	\$ 20.00	\$ 20.00
Condensed Transcript	1.00	\$ 15.00	\$ 15.00
Processing, Handling & Delivery Fee	1.00	\$ 30.00	\$ 30.00

PAYMENTS	I I	- \$ 0.00
BALANCE DUE		\$ 345.56

A service fee of .75% per month will be added to any invoice over 30 days old.

Fold and tear at this perforation, then return stub with payment.

345.56 BALANCE DUE \$ INVOICE NO. A505E78 AB FIRM NO: 0114001

For:

Certified copy of the reporter's transcript of the

deposition of William Van Arsdell, taken

7/14/2011.

From: Charles "Chuck" L. Clay, Jr.

Weinberg, Wheeler, Hudgins, Gunn & Dial

3344 Peachtree Road, Northeast

Suite 2400

Atlanta, GA 30326-

Remit To:

Atkinson-Baker, Inc.

500 NORTH BRAND BOULEVARD,

THIRD FLOOR

GLENDALE, CA 91203-4725 -

If you have already paid for this service by COD, then this invoice is for your records only.



Esquire Solutions - Las Vegas 2700 Centennial Tower 101 Marietta Street Atlanta, GA 30303

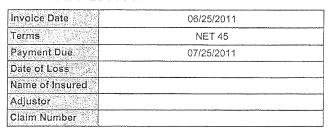


Remit to:

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Toll Free (800) 845-3376 Fax (866) 590-3205

Invoice # PL301510



CHARLES CLAY ,ESQ. WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, SUITE 2400 3344 PEACHTREE ROAD ATLANTA, GA 30326

Assignment	Case	Assignment#	Shipped	Shipped Via		
05/25/2011	LINDNER, MATTHEW vs. FORD MOTOR COMPAN	385068	06/21/2011	UPS		

Description Copy Deposition for GERALD CORWIN, 05/25/2011 (HOUSTON, TX) **EXHIBITS** SUMMARY

Tax:

\$ 0.00

Paid:

\$ 0.00

Amount Due On/Before 08/09/2011

\$ 353.25

Amount Due After 08/09/2011

\$ 388.58

Tax Number: 20-4667049

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Invoice #:

PL301510

Payment Due:

07/25/2011

Amount Due On/Before 08/09/2011

\$ 353.25

Amount Due After 08/09/2011

\$ 388.58

CHARLES CLAY ,ESQ. WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, **SUITE 2400** 3344 PEACHTREE ROAD ATLANTA, GA 30326

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Invoice # PL301690

Invoice Date	06/27/2011	
Terms	NET 45	
Payment Due	08/11/2011	
Date of Loss		
Name of Insured		
Adjustor		
Claim Number		

CHARLES CLAY .ESQ. WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, SUITE 2400 3344 PEACHTREE ROAD ATLANTA, GA 30326

Assignment	Case	Assignment#	Shipped	Shipped Via
05/27/2011	LINDNER, MATTHEW vs. FORD MOTOR COMPAN	385070	06/17/2011	UPS
Description				Amount
Services Provided on	05/27/2011, ROBERT BANKS (SAN ANTONIO, TX)			
MEDICAL TECH	NICAL COPY OF TRANSCRIPT PACKAGE			\$ 309.74
EXHIBITS				\$ 476.8
SUMMARY				\$ 80.0
COPY HANDLIN	G FEE			\$ 20.0
				\$ 886.5
DEL-STANDARE				\$ 33.0
				\$ 33.0
			Tax	«: \$ 0.
			Paid	f: \$ 0.0
		Amount Due O	n/Before 08/11/2011	\$ 919.5

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Invoice #:

PL301690

Payment Due:

08/11/2011

Amount Due On/Before 08/11/2011

\$ 919.54

Amount Due After 08/11/2011

\$ 1,011.49

Remit to:

Esquire Deposition Solutions PO Box 79509 City of Industry CA 91716-9509 www.esquiresolutions.com

CHARLES CLAY ,ESQ. WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, SUITE 2400 3344 PEACHTREE ROAD ATLANTA, GA 30326

Thank you for your business!

Terms and Conditions

- Parties, "Seller" means Alexander Gallo Holdings, ("AGH") and "Buyer" means AGH's client, attorney and law firm as well as the client that the attorney or law firm is representing, jointly and severely 2. These terms and conditions (the "Terms and Conditions") supersede all prior representations or arrangements and contain the entire agreement between the parties in connection with Alexander Gallo Holdings products and services. Seller's acceptance of Buyer's order and sale of the products and services to Buyer are expressly conditioned upon Buyer's assent to these Terms and Conditions of Sale and any and all other terms and conditions, claimed to be expressed or implied, are excluded. Alexander Gallo Holdings hereby expressly objects to and rejects any and all additional or different terms contained in any other documents submitted by Buyer in connection with the sale of the products. Any conduct by Buyer which recognizes the existence of a contract between Seller and Buyer, including, without limitation, acceptance of delivery of or payment for the Products and Services shall be conclusive evidence of Buyer's assent to these Terms and Conditions.

 3. No subsequent document, purchase order, or conduct, including acts or verbal statements of any buyer shall purport to modify these Terms and Conditions.
- 4. For further information regarding our pricing policy go to: www.esquiresolutions.com/services CREDIT AND PAYMENT TERMS
- 1. Credit terms, if any, both as to time and amount, may be limited or revoked by Selier at any time without prior notice and thereafter the price of all or any part of Products delivered or to be delivered shall be payable in accordance with such limited credit terms, or, at Selier's option, in cash before shipment or on or after acceptance of delivery ("COD"). In circumstances described in Section 6(a), all unpaid balances
- owing to Seller from Buyer shall become immediately due and payable.

 The Buyer agrees to pay for all services and products according to the terms established by the creditor in response to his order. No terms and conditions of any invoice or purchase order which differ from the
- 2. The suyer agrees to pay for all services and products according to the terms set stabilished by the creditor will govern the relationship between the parties.

 3. The client agrees that all amounts payable on or before the due date as shown on each invoice will be paid, and if not paid on or before said date, are then definquent. Client further agrees that any amount which is not paid when due shall be subject to an interest charge of 1.3% per month or the highest rate allowed by applicable law, until paid in full.

 4. The customer agrees to be responsible for all collections costs and attorney's fees in the event AGH is forced to place the account for collection with an outside agency. If the collection is handled in-house by AGH, customer agrees to be responsible for the in-house time and costs incurred which will be billed at the rate of \$50.00 per hour,

5. A \$35 handling fee will be assessed to checks returned for insufficient funds.

- The client represents that, as of the date of its order or scheduled deposition, it is solvent, able to pay its debt as they come due and has not filed, nor is it subject of any petition of bankruptcy or f reorganization under any lederal or state bankruptcy law. Should the foregoing representation become false at any time during the course of a business relationship between the client and the creditor or while the
- client owes any amount to the creditor, client agrees to immediately notify AGH of all facts surrounding such occurrences.

 The client authorizes AGH to obtain a written or oral credit report from any credit reporting agency. In addition, the client further authorizes any bank or commercial business with whom the client is doing or has done any type business to give any and all necessary information to AGH which will assist the creditor in the investigation. The client further authorizes the creditor to reinvestigate the client's credit rounding to the client for the investigation. to time as the creditor deems necessary.

GOVERNING LAW

- The Contract, including, without limitation, these Terms and Conditions, shall be governed by and construed in accordance with law of the State of New Jersey.
- 2. The Buyer agrees that the jurisdiction and venue for all disputes under this invoice will be New Jersey.
- MISCELLANEOUS
- Buyer may not assign its rights under the contract without Seller's prior written consent
- 1. Buyer may not assign its rights under the contract without Seller's prior written consent.
 2. Failure by seller at any time or times to require strict performance of any provision hereof shall not be considered to be a waiver of Seller's rights with respect to such breach or any succeeding breach of such
- provision or any other provision of these Terms and Conditions.

 3. If any provision of such provision of these Terms and Conditions or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of such Terms and Conditions or the application of such provision to person or circumstances other than those to which it was held to be invalid or unenforceable shall not be affected thereby and shall be valid and be enforceable to the fullest extent permitted by law,
- 4. Except where it is specified that a price stated is "firm", all prices are subject to change and orders will be invoiced at Seller's prices prevailing at the time the deposition is taken. All accounts are payable in U.S. funds, free of exchange, collection or other charges, in cases where price for Products include shipping costs, any increase in such shipping costs shall be for Buyer's account and Buyer agrees to pay Seller such
- 5. All applicable sales and use taxes, or any other taxes or charges imposed now or in the future by any federal, state, foreign or local authority upon the production, sale, or transportation of the Products shall be

<u>Disclaimer</u>

Attorney is responsible for payment of all charges incurred. Payment due by "Payment Due" date shown on invoice. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, illigation support disk, deposition summary, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region Please contact your local office for specific detail and questions.

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P.O. BOX 890 NAMPA, ID 83653-0890 (208) 908-7998 gayle@nwtranscripts.com

Date	
3/7/2011	

ORDERED BY

ROSEMARY MISSISIAN @ WEINBERG WHEELER 6385 S. RAINBOW BLVD, SUITE 400 LAS VEGAS, NEVADA 89118

CASE INFORMATION

RE: LINDER v. FORD MOTOR DOCKET: 2:10-CV-0051-LDG-LRL

DATE: 11/17/10

TYPE: HEARING ON MOTIONS JUDGE: LLOYD D. GEORGE

	EIN # 57-1216012	DATE RECEIVED	DELIVERY/EMA	ORD/EXP/DAILY	OFFICE FILE #
	KAY	3/4/2011	3/7/2011	DAILY	211330013 - LIN
ltem	Descrip	iion	PAGE RATE	PAGES	Amount
\$6.05 PER PAGE DEPOSIT RECEI	DAILY TRANSCRIPT DEPOSIT RECEIVED \$42.35 EMAILED TO cbowman@wwl FORMAT. NO HARD COPY THANK YOU.	ngd.com IN PDF TO FOLLOW.	6.05	7	42.35
			Tota	some .	\$42.35

I certify that the transcript fees charged and page format used comply with the requirements of the Court.

Payments/Credits \$-42.35

Balance Due \$0.00

EXHIBIT 3



720 E. Charleston Blvd Suite 203 Las Vegas, NV 89104 Phone: 702.384.3840 Fax: 702.384.1853

	nvoice
Date	Invoice #
2/3/2011	74018

Bill To:

Weinberg, Wheeler, Hudgins, Gunn & Dial 6385 S. Rainbow Blvd. Suite 400 Las Vegas, NV 89118

Phone 702-938-3838

Fax 702-938-3864

Our Address has Changed. Please Remit Payment to Our New Address Above

general section and the section of t							
 P.O. No.	Terms	Rep	Ship Date	Ordered By	# doL XVIU	Client Matter#	
provided viving and an interference contraction of the provided and the pr	nadkinemenjakorrassasistetetetetetetetetetetetetetetetetetet	NAME OF THE PROPERTY OF THE PR	0.10.1007.3	A our c	74554	2758.001	
	Net 30	JMA	2/3/2011	Mary	/ 4004		

The address of the second december of the second sec			A
Qty	Description	Item	Amount
20	Job Description: COPY ORIGINAL DISK'S, LABEL PER CLIENT INSTRUCTIONS AND CREATE 5 COMPLETE SETS CD Duplication DVD Duplication Sales Tax Sh.	CD Duplication	240.00T 100.00T 27.54
Received by: Signature:	Printed Name:	Total	\$367.54

Invoices past due will incur a 1.5% late fee each month.

We recognize that some of our customers may be billing these expenses to their clients. However, QUIVX' customers remain ultimately responsible for payment within our terms regardless of their receivables.

Please make checks payable to: QUiVX
Tax Information: CHOICE LEGAL DOCUMENT SOLUTIONS, INC. Tax ID# 56-2317932



720 E. Charleston Blvd Suite 203 Las Vegas, NV 89104 Phone: 702.384.3840 Fax: 702.384.1853

	IIVVIVE
Date	Invoice #
2/2/2011	74003

Invoice

Bill To:

Weinberg, Wheeler, Hudgins, Gunn & Dial 6385 S. Rainbow Blvd. Suite 400 Las Vegas, NV 89118

Phone 702-938-3838

Fax 702-938-3864

Our Address has Changed. Please Remit Payment to Our New Address Above

	P.O. No.	Terms	Rep	Ship Date	Ordered By	QUiVX Job #	Client Matter#
The second second		Net 30	JMA	2/2/2011	Mary	74531	2758.001

Qty	Description	Item	Amount
	Job Description: COPY ORIGINAL DISK'S X 1 AND LABEL PER CLIENT INSTRUCTIONS		
4	CD Duplication	CD Duplication	48.00T
	DVD Duplication Sales Tax	DVD	20.00T 5.51
Abbility of the second of the			
Received by:			
Signature:	Printed Name:	Total	\$73.51

Invoices past due will incur a 1.5% late fee each month.

We recognize that some of our customers may be billing these expenses to their clients. However, QUiVX' customers remain ultimately responsible for payment within our terms regardless of their receivables.

Please make checks payable to: QUiVX
Tax Information: CHOICE LEGAL DOCUMENT SOLUTIONS, INC. Tax ID# 56-2317932

Heal	lth	Pa	rt

P.O. Box 409740 Atlanta, Georgia 30384-9740 Fed Tax ID 58 - 2659941 (770) 754 - 6000

Ship to:	
----------	--

MICHELLE STEVENSON SISON WEINBERG WHEELER HUDGINS ET AL 6385 S RAINBOW BLVD STE 400 LAS VEGAS, NV 89118



Invoice #: 0078421474 Date: 7/6/2010 Customer #: 1561742

MICHELLE STEVENSON SISON WEINBERG WHEELER HUDGINS ET AL 6385 S RAINBOW BLVD STE 400 LAS VEGAS, NV 89118

Records from:

SUNRISE HOSPITAL _MEDICAL CTR 3186 SOUTH MARYLAND PARKWAY LAS VEGAS, NV 89109

Requested By: WEINBERG WHEELER HUDGINS ET AL

DOB:

012908

Patient Name: LINDNER CAMILA LYNETTE

SSN:

*****8484

Quantity	Unit Price	Amount
		0.00
		0.00
57	0.60	34.20
		2.92
WEST		37.12
na wa		3.01
on the state of th		40.13
And and and		40.13
ar management		
W construction of the cons		

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days

Please remit this amount: \$40.13 (USD)

HealthPort

P.O. Box 409740 Atlanta, Georgia 30384-9740 Fed Tax ID 58 - 2659941 (770) 754 - 6000

Invoice #: 0078421474
 Check #
Payment Amount \$

Please return stub with payment.

Please include invoice number on check.

To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.

EXHIBIT 4

EXHIBIT 4

Case 2:10-cv-00051-LDG-VCF Document 78 Filed 08/27/12 Page 29 of 30

Safety Engineering & Forensic Analysis, Inc. 123 S. Weber Drive Chandler, AZ 85226

Phone: 480.706.2963 Fax: 480.706.7066 Federal ID #91-2188734 Email: sue@sefainc.com

December 23, 2010

Ms. Rosemary Missisian Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC 6385 S. Rainbow Blvd. #400 Las Vegas NV 89118

Our File Number: 0005 - 1
Billed through Date: 12/23/2010

PROFESSIONAL SERVICES:

	<u>Hours</u>	Amount
Defense Inspection	5.00	420.00
Total Professional Services Rendered	5.00	\$420.00
TOTAL NOW DUE ON THE 30th		\$420.00

Case 2:10-cv-00051-LDG-VCF Document 78 Filed 08/27/12 Page 30 of 30

NODIGINO, GUNIA & DIME, LEG BALANCE INVOICE NUMBER 10700-000 Clt Hard Costs - Unbilled 2758~ 600.00 Safety Engineering & Forensic Analysis, Inc.-Inspection CHECK 12/21/2010 600.00

Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC 3344 PEACHTREE ROAD, N.E.

SUITE 2400 ATLANTA, GA 30326

87176

Six Hundred and 00/100 Dollars PAY:

000087176

AMOUNT

Safety Engineering & Forensic Analysis

123 S. Weber Drive ORDER

Chandler, AZ 85226

WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC

"OB7176" 1:0611134151:0005241780300"

WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC

Safety Engineering & Forensic Analysis

87176

DATE	INVOICE NUMBER	MEMO	BALANCE
12/21/2010	csb	10700-000 Clt Hard Cos 2758- 1	ts - Unbilled 600.00
		Safety Engineering & Forensic Anal IncInspection	lysis,
		•	__\
DATÉ	CHECK NUMBER 00087176	FILE COPY	TOTAL 600.00